UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re) Case No: 19-02176
Marilyn L. Gordon, aka Marilyn Gordon-McCalla,	Chapter: 13
Debtor.) Judge: Hon. Deborah L. Thorne

NOTICE OF MOTION

TO: See attached service list

PLEASE TAKE NOTICE that on <u>May 26, 2021</u> at <u>1:30 P.M.</u> or soon thereafter as I may be heard, I shall appear before the Honorable Deborah L. Thorne, or any judge sitting in that judge's place, and present the motion of <u>Nissan Motor Acceptance Corporation</u> ("Movant"), to Modify the Automatic Stay, a copy of which is attached.

This motion will be presented and heard electronically using Zoom for Government. No personal appearance in court is necessary or permitted. To appear and be heard on the motion, you must do the following:

To appear by video, use this link: https://www.zoomgov.com/. Then enter the meeting ID and password.

To appear by telephone, call Zoom for Government at 1-669-254-5252 or 1-646-828-7666. Then enter the meeting ID and password.

Meeting ID and password. The meeting ID for this hearing is <u>160 9362 1728</u> and no password is required. The meeting ID and password can also be found on the judge's page on the court's web site.

If you object to this motion and want it called on the presentment date above, you must file a Notice of Objection no later than two (2) business days before that date. If a Notice of Objection is timely filed, the motion will be called on the presentment date. If no Notice of Objection is timely filed, the court may grant the motion in advance without a hearing.

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny
Wesley T. Kozeny / # 6199471
12400 Olive Blvd, Suite 555
St. Louis, Missouri 63141
Phone: (314) 991-0255
Fax: (314) 991-6755
ILBK@BonialPC.com
Attorney for Nissan Motor Acceptance
Corporation

CERTIFICATE OF SERVICE

I hereby certify that a copy of this notice and the attached motion was served on each entity shown on the attached list at the address shown and by the method indicated on the list on April 28, 2021.

Respectfully Submitted

/s/ Wesley T. Kozeny Wesley T. Kozeny

Service List:

Debtor's Attorney

David M. Siegel David M. Siegel & Associates 790 Chaddick Dr Wheeling, IL 60090-6005 via Electronic Notice via CM/ECF

Chapter 13 Trustee

Marilyn O. Marshall 224 South Michigan Ste 800 Chicago, Illinois 60604 via Electronic Notice via CM/ECF

US Trustee

Office of the U.S.Trustee 219 S. Dearborn St., Room 873 Chicago, Illinois 60604 via Electronic Notice via CM/ECF

Debtor

Marilyn L. Gordon 7341 S Albany Ave Chicago, IL 60629-3038 via U.S. Mail

UNITED STATES BANKRUPTCY COURT NORTHERN DISTRICT OF ILLINOIS EASTERN DIVISION

In re	Case No: 19-02176
Marilyn L. Gordon, aka Marilyn Gordon-McCalla,	Chapter: 13
,	Judge: Hon. Deborah L. Thorne

MOTION FOR RELIEF FROM AUTOMATIC STAY

COMES NOW Nissan Motor Acceptance Corporation, its subsidiaries, affiliates, predecessors in interest, successors and/or assigns ("Movant"), through the undersigned counsel, pursuant to Federal Rules of Bankruptcy Procedure 4001 and 9014, and states as follows in support of its Motion herein:

REQUIRED STATEMENT (Form G-4) IS ANNEXED HERETO AND FILED HEREWITH AS REQUIRED BY LOCAL RULE 4001-1

- 1. On January 25, 2019, the Debtor, above-named, filed a voluntary petition in Bankruptcy under Title 11, Chapter 13, U.S.C., in the United States Bankruptcy Court, for the Northern District of Illinois.
- 2. The Court has jurisdiction over this matter pursuant to 28 U.S.C. Sections 151, 157 and 1334 and applicable local rules. This is a core proceeding pursuant to 28 U.S.C. Section 157(b)(2). Venue is proper in this District under 28 U.S.C. Section 1409(a).
- 3. The Debtor, Marilyn L. Gordon, ("Obligor(s)") is indebted to Movant pursuant to a Retail Installment Contract (the "Debt Obligation"). A copy of the Debt

Obligation is attached hereto and incorporated herein as <u>Exhibit A</u>. Movant is entitled to enforce the Debt Obligation.

- 4. As security for repayment of the Debt Obligation the Obligor(s) have pledged certain collateral described as <u>2016 Nissan Altima</u>, <u>VIN: 1N4AL3AP4GC199691</u> ("Collateral"). A copy of the proof of perfection of Movant's interest is in the Collateral ("Security Interest") is attached hereto and incorporated herein as <u>Exhibit B</u>.
- 5. All rights and remedies under the Debt Obligation and Security Interest have been assigned to the Movant by the terms of the Debt Obligation itself.
- 6. As of April 25, 2021, the outstanding indebtedness owed to Movant less any partial payments or suspense balance is \$20,010.51.
- 7. As of April 25, 2021, the value of the Collateral is \$13,475.00. The basis for this value is NADA estimate of value. A copy of said valuation is attached hereto as Exhibit.
- 8. Movant's Claim is paid through the Chapter 13 Trustee pursuant to the terms of the confirmed Plan. Upon information and belief based upon NDC Data as of 4/22/2021, the Debtor is presently 3.98 payments behind in Plan payments which is equivalent to \$2,191.08. The absence of equity in the Collateral coupled with the Debtor's failure to pay per the confirmed Plan deprives Movant of adequate protection.
- 9. Cause exists for relief from the automatic stay under 11 U.S.C. §362(d) for the following reasons:
 - a. <u>11 U.S.C. §362(d)(1)</u> For cause in that payments required to be made by Obligors to Movant are not being made as required by the terms of the confirmed Plan.
 - b. 11 U.S.C. §362(d)(2)(A) & (B) Debtor enjoys no equity in the

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Collateral and the Collateral is not necessary for an effective reorganization.

WHEREFORE, Movant prays that this Court issue an Order:

1. Terminating or modifying the stay imposed by 11 U.S.C. 362(a)

allowing Movant (and any successors or assigns) to proceed under

applicable non-bankruptcy law to enforce its remedies in and to the

Collateral.

2. That the Order be binding and effective despite any conversion of

the bankruptcy case to a case under any other chapter of Title 11 of

the United States Code.

3. That the 14-day stay described by Bankruptcy Rule 4001(a)(3) be

waived.

4. For such other relief as the Court deems proper.

Dated: _April 28, 2021_____

BONIAL & ASSOCIATES, P.C.

/s/ Wesley T. Kozeny

Wesley T. Kozeny / # 6199471 12400 Olive Blvd, Suite 555

St. Louis, Missouri 63141

Phone: (314) 991-0255

Fax: (314) 991-6755 ILBK@BonialPC.com

Attorney for Nissan Motor Acceptance

Corporation

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Form G-4

REQUIRED STATEMENT TO ACCOMPANY MOTIONS FOR RELIEF FROM STAY

Debtor(s) <u>Marily</u>	n L. Gordor	1		Case No	19-02176	Chapter 13
Moving (Creditor 1	Nissan Moto	or Acceptance Cor	poration		Date Case Filed	01/25/2019
Nature of	f Relief So	ought	☑ Lift Stay	☐ Annual Sta	ay 🗆 Oth	er (describe)	
Date of C	Confirmati	on Hearing		or I	Oate Plan Confir	med <u>04/24/2019</u>)
1.	Collatera a. b. c.	□ Home ☑ Car		del <u>20</u>	16 Nissan Altim	a, VIN: 1N4AL3AP4G	C199691
2.			Petition Date ens against Collate	\$26,239.16 eral			
3.			if a post-petition of all payments rec			attach a payment histor	y listing the
4.	Estimate	d Value of 0	Collateral (must b	e supplied in all	cases) <u>\$13,4</u>	75.00	=
5.	Default a.	☐ Pre-P	etition Default f months		Amount:		
	b.	Post-Number of	Petition Default f months		Amount:		
			☐ On direct pay Number of month.	yments to the mo		nt:	
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6.	Other Al	legations					
	a.	i. ii. iii.	of Adequate Prote ☐ No insurance ☐ Taxes unpaid ☑ Rapidly depr ☐ Other (descri	l eciating asset	Amount		
	b.	☑ No E	quity and not Nec	essary for an Eff	ective Reorgania	zation § 362(d)(2)	
	c.	☑ Other	"Cause" § 362(d))(1)			
	J	ii.	□ Bad Faith (de □ Multiple Filin □ Other (descri	ngs be): <u>Failure to</u>	o pay per the cor	nfirmed Plan	
	d.		tatement of Intent eaffirm ii. \square			iv. No Statement of	of Intention Filed
Date:		April 28	3, 2021	_		/s/ Wesley T. Ko	

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	. Page	7 OF IC	DATE OF CONTRACT
MARILYN GORDON BUYER'S RESIDENCE OR PLACE OF BUSINESS	COUNTY	ZiP CO	86/21/2016 OE CONTRACT NO.
7341 S ALBANY CHCIAGO COOK IL 50529 CO-BUYER'S NAME AND ADDRESS	COUNTY		
N/A		ZIP CO	
n this contract the words "we", "ws" and "our" refer to the creditor (Seller) named b and "your" refer to the buyer and co-buyer, if any, named herein. The Seller intends t	io sell this contract to Kissan Motor	r Acceptance Corporation (*	'NUAC').
Seller sells you the vehicle described below on credit. The estimated credit price is a Procee to buy the "vehicle" on credit and agree to pay us the Amount Financed and	thown below as the "Total Sale Pric other charges according to the ten	te". The "Cash Price" is also mis and agreements shown	shown below. By singing this contract you
contract is signed by a buyer and co-buyer, each is individually and together respons YEAR NEW USED WAYE TRADE NAME CYL. BOOY STYLE	ible for all agreements in the contr	rici. Eter reading	ID AUGGER
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inversance company arthorized to bransact business in illinois, or through existing policies owned or controlled by you.	The dollar amount the cri	.RGE adīt will cost you.)	\$ 3218.95
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You are required to maintain incurance on the vehicle for at least collision	or on your behalf.) Total of Payments (T	he amount you will hav	37662.82 e paid after
deductible), or equivalent coverages, until you pay off this contract.	you have made all paymen	nts as scheduled.)	40880.88
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THIS CONTRACT.	Payment Schedule.	Your payment schedule	ı will be:
CREDIT INSURANCE Credit Life insurance and Credit Disability insurance are not required to	NUMBER OF PAYMENTS E	AMOUNT OF ACH PAYMENT	PAYMENTS ARE DUE
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as of the death of the named insured and the cause of death is not excluded, up to a maximum of \$_N/A_ If you purchase Credit Disability Insurance, it	One Final Payment of \$	567.79 On	07/05/2022
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per month while the named insured is disabled as defined in the policy, subject to the minimum clisability period and up to a maximum amount of \$ N/A	on installments in excess of a PREPAYMENT: If you pay ear	izuo, or \$10 on installmen ty, you will not have to par	its of \$200 or less. / a penalty.
The policies or certificates issued by the company will more fully describe all			y a penaity. Islans about nonpayment, default, any nd security interests.
the terms and conditions. These coverages are available from N/A (name of company) of			
N/A (home address) for the premium shown below. You want:	1. Vehicle (Incl. Acc.) 2. N/A 3. N/A		\$ N/A (2) N/A (3)
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NOTICE: THE FOLLOWING APPLIES TO THE SALE OF A USED VEHICLE ONLY. THE INFORMATION YOU SEE ON THE WINDOW FORM FOR THIS VEHICLE IS PART OF THIS CONTRACT.
INFORMATION ON THE WINDOW FORM OVERRIOES ANY CONTRACY PROVISIONS IN THE CONTRACT OF SALE.

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To contact Nissan Motor Acceptance Corporation about this contract, call 1-800-456-6622.

HOTICE

ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF. RECOVERY HEREUNDE BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

ARBITRATION CLAUSE - IMPORTANT - PLEASE REVIEW - AFFECTS YOUR LEGAL RIGHTS

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Guarantor	Guaranter
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Telephone (Pres)	Telephone (4-w)

I hereby guarantee the collection of the above described amount upon failure of the Seller named herein to collect said amount from the Buyer named herein

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VEHICLE IDENTIFICATION NO. 1N4AL3AP4GC199691 1N4AL3AP4GC199691	YEAR 2016	MAKE NISSAN	MODEL ALTIMA	BODY STYLE 4 DOOR	TITLE NO.
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MARILYN GORDON 7341 S ALBANY					
CHICAGO IL 60629					1
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NISSAN MOTOR ACCEPTAIN PO BOX 254648	•			-	
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National Bankruptcy Services, LLC

14841 Dallas Parkway, Suite 300 Dallas, TX 75254

Vehicle Information

Vehicle: 2016 Nissan Altima Sedan 4D SV 2.5L I4

Region: Central

April 26, 2021 Period:

1N4AL3AP4GC199691 VIN:

72,500 Mileage:

\$25,460 Base MSRP:

\$26,325 **Typically Equipped MSRP:**

3,233 Weight:



NADA Used Cars/Trucks Values

	Base	Mileage Adj.	Option Adj.	Adjusted Value
Monthly				
Trade-In				
Rough	\$9,025	N/A	N/A	\$9,025
Average	\$10,200	N/A	N/A	\$10,200
Clean	\$11,150	N/A	N/A	\$11,150
Clean Loan	\$10,050	N/A	N/A	\$10,050
Clean Retail	\$13,475	N/A	N/A	\$13,475
Weekly				
Auction				
Low	\$7,725	\$18	N/A	\$7,743
Average	\$10,050	\$18	N/A	\$10,068
High	\$12,400	\$18	N/A	\$12,418

^{*}The auction values displayed include typical eqiupment and adjustments for mileage and any of the following applicable accessories: engine size, drivetrain, and trim.

Selected	Options
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Colocton Options	Trade-In/Loan	Retail
Aluminum/Alloy Wheels	w/body	w/body
Remote Engine Starter	w/body	w/body